

ORIGINAL

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by Globalcom, Inc. with principal offices at 333 West Wacker Drive, 15th Floor, Chicago, Illinois 60606 for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

APPROVED FOR FILING DECISION #: <u>63189</u>

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Chicago, Illinois 60606

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TABLE OF CONTENTS

Title Page	Title
Table of Contents	1
Check Sheet	2
Section 1 - Technical Terms and Abbreviations	5
Section 2 - Rules and Regulations	7
Section 3 - Description of Service and Rates	14
Section 4 - Special Arrangement	23
Section 5 - Current Price List	24

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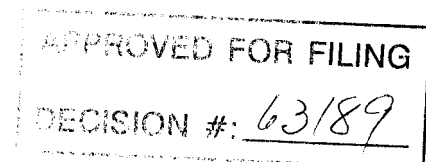
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CHECK SHEET

Pages listed below, inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages are named below and comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION
Title	Original *
1	Original *
2	Original *
3	Original *
4	Original *
5	Original *
6	Original *
7	Original *
8	Original *
9	Original *
10	Original *
11	Original *
12	Original *
13	Original *
14	Original *
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19	Original *
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25	Original*

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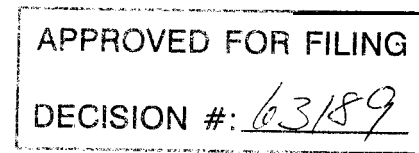
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C To Signify Changed Regulation
- D Delete or Discontinue
- I Change Resulting in an Increase to a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting in a Reduction to a Customer's Bill
- T Change in Text or Regulation But No Change in Rate or Charge



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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the AZ C.C. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i)(1).

Check Sheets - When a tariff filing is made with the AZ C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

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7

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SECTION 1 • TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

AZ C.C. - Arizona Corporation Commission.

Company or Carrier - Globalcom, Inc.

Company's Point of Presence - Location of the serving central office associated with access to the Company's network.

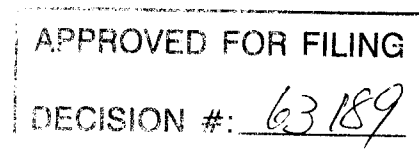
Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.



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SECTION 1 • TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

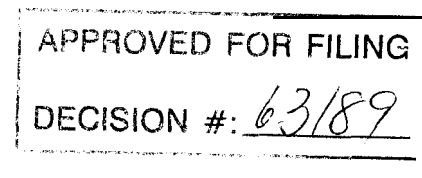
Personal Account Code- See Authorization Code.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.



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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Globalcom**

Globalcom services and facilities are furnished for intrastate communications originating at specified points within the State of Arizona under terms of this tariff. Intrastate service is offered in conjunction with interstate service.

Globalcom installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Globalcom may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Globalcom network. The Customer shall be responsible for all charges due for such service arrangement.

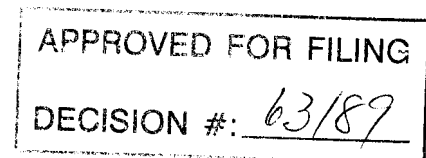
The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.3 Limitations

- 2.3.1 Service is offered subject to the provisions of this tariff and the availability of the necessary facilities and/or equipment.
- 2.3.2 Globalcom reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.



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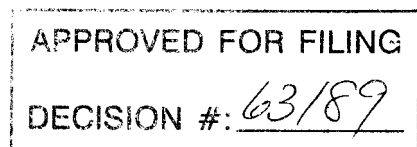
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Limitations, (Cont'd.)**

- 2.3.4 All facilities provided under this tariff are directly or indirectly controlled by Globalcom and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 Liabilities of the Company

- 2.4.1 Globalcom's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur.
- 2.4.2 Globalcom shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted by means of the Company's services.
 - B. All other claims arising out of any act or omission of the Customer in connection with any service provided by Globalcom.
- 2.4.3 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Account Code issued for use with the Company's services.



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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Interruption of Service**

Credit allowance for the interruption of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access.

No credits will be given for usage sensitive or message rated toll charges due to interruption of service. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours.

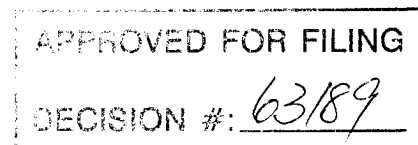
For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/t of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service



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SECTION 2 • RULES AND REGULATIONS, (CONT'D.)**2.6 Security Deposits and Credit Checks**

- 2.6.1 The Company does not collect Deposits from its Customers.
- 2.6.2 Globalcom reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures.

2.7 Advance Payments

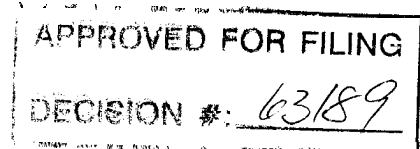
- 2.7.1 Advance payments are not required of residential Customers.
- 2.7.2 For commercial Customers whom the Company determines an advance payment is necessary, Globalcom reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.8 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.9 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access Globalcom service.



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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Customer Complaints and/or Billing Disputes**

Customers have the right to refer billing disputes and any other complaints to Globalcorn, Inc. at 833 West Chicago Avenue, Chicago, Illinois 60622, or call 1-800-589- 153 1.

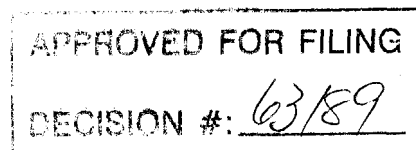
2.11 Cancellation or Interruption of Services

2.11.1 Without incurring liability Globalcorn may, after providing five (5) days notice of discontinuance of service to a Subscriber, discontinue service or withhold the provision of ordered or contracted services:

1. For nonpayment of any sum due Globalcorn for more than thirty days after issuance of the bill,
2. For violation of any of the provisions of this tariff,
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Globalcorn, or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Globalcorn from furnishing its services.

2.11.2 Without incurring liability, Globalcorn may interrupt the provision of services upon mutually agreed terms in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Globalcorn's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.11.3 Service may be discontinued by Globalcorn, after providing five (5) days notice to the Subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Globalcorn deems it necessary to take such action to prevent unlawful use of its service. Globalcorn will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.



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SECTION 2 ■ RULES AND REGULATIONS, (CONT'D.)**2.12 Service Termination**

When necessary, the Company will provide five (5) working days advance notice of service termination.

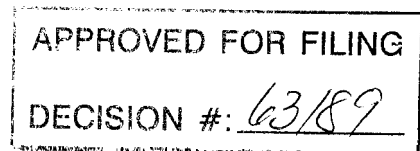
2.13 Payment

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the AZ C.C. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. This includes payment for calls or services originated at the Customer's number(s); incurred at the specific request of the Customer.



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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Return Check**

The Company reserves the right to assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona state law.

2.15 Late Payment Fee

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona state law.

2.16 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account Code when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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SECTION 3 - DESCRIPTION OF SERVICES & RATES**3.1 General**

The Company provides interexchange switched and dedicated telecommunications services for personal or business use. Descriptions and rates contained in this tariff apply to the intrastate portion of the Carrier's services only.

Each call is rated and charged individually for each call placed through the Company. Call timing is rounded up to the next whole billing increment. Fractional call charges are rounded up to the next whole cent.

Globalcorn provides direct dialed, inbound toll free service and travel card services for interstate telecommunications service under terms of this tariff.

Unless otherwise specified, all intrastate services in this tariff are offered in conjunction with the Company's interstate services.

3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

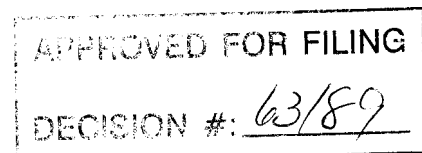
3.2.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.2.3 Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in Section 3 of this tariff.

3.2.4 There is no billing applied for incomplete calls.

3.3 Time of Day Rate Periods

Globalcom's services are not time of day sensitive. The same rate applies 24 hours per day, 7 days per week.



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SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**3.4 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

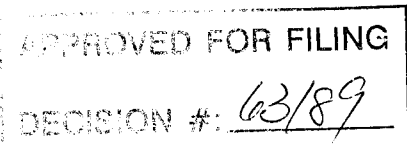
The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the Customer's equipment and that of the destination point is calculated by using the industry standard "V" and "H" coordinates.

- Step 1 - Obtain the "V" and "H" coordinates for the wire centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the wire centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$



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ORIGINAL**SECTION 3 • DESCRIPTION OF SERVICES & RATES, (CONT'D.)****3.5 Direct Dial 1+ Service**

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from **presubscribed** switched or dedicated access lines. This service is available from equal access end offices only.

3.5.1 Direct Dial 1+ Switched Rates

The Company offers volume and term sensitive direct dial 1+ switched calling plans :

Maximum

Rate Plan 1 no revenue commitment
 Rate Plan 2 monthly recurring usage charge commitment exceeds \$50
 Rate Plan 3 monthly recurring usage charge commitment exceeds \$400
 Rate Plan 4 monthly recurring usage charge commitment exceeds \$1,000

For billing purposes, calls are rounded up to the nearest eighteen (18) second increment after the initial minimum period of thirty (30) seconds. Charges are not time of day sensitive. Charges per minute are as follows:

Per Minute Rates:

Maximum

	Plan 1	Plan 2	Plan 3	Plan 4
1 year	\$ 0.3000	\$0.2200	\$ 0.1600	\$ 0.0900
2 years	\$0.2800	\$ 0.2000	\$ 0.1400	\$ 0.0800
3 years	\$0.2600	\$0.1800	\$0.1200	\$0.0800
4 years	\$0.2400	\$ 0.1600	\$0.1000	\$ 0.0800

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.5 Direct Dial 1+ Service, Cont'd.****3.5.2 Direct Dial 1+ Dedicated Rates**

Dedicated Direct Dial Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access T-1 (1.544 Mbps) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). The Company offers volume and term sensitive direct dial 1+ dedicated calling plans:

Maximum

Rate Plan 5 monthly recurring usage charge commitment exceeds \$100
 Rate Plan 6 monthly recurring usage charge commitment exceeds \$250
 Rate Plan 7 monthly recurring usage charge commitment exceeds \$500
 Rate Plan 8 monthly recurring usage charge commitment exceeds \$750

For billing purposes, calls are rounded up to the nearest eighteen (18) second increment after the initial minimum period of thirty (30) seconds. Charges are not time of day sensitive. Charges per minute are as follows:

Per Minute Rates:**Maximum**

	Plan 1	Plan 2	Plan 3	Plan 4
1 year	\$0.1700	\$0.1400	\$0.1000	\$0.0900
2 years	\$0.1600	\$0.1300	\$0.0900	\$0.0800
3 years	\$0.1500	\$0.1200	\$0.0800	\$0.0700
4 years	\$ 0.1400	\$ 0.1100	\$ 0.0600	\$ 0.0600

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.6 Inbound Toll Free (i.e. 800/888) Service**

Inbound Toll Free Service provides an inbound toll free calling service to Globalcom Customers. The Globalcom Customer is billed for each toll free call, rather than the call originator. Calls terminate to the Globalcom toll free Customer via switched or dedicate access lines.

3.6.1 Inbound Toll Free Switched Rates

The Company offers volume and term sensitive inbound toll free switched calling plans:

Maximum

Rate Plan 1 no revenue commitment
 Rate Plan 2 monthly recurring usage charge commitment exceeds \$50
 Rate Plan 3 monthly recurring usage charge commitment exceeds \$400
 Rate Plan 4 monthly recurring usage charge commitment exceeds \$1,000

For billing purposes, calls are rounded up to the nearest eighteen (18) second increment after the initial minimum period of thirty (30) seconds. Charges are not time of day sensitive. Charges per minute are as follows:

Per Minute Rates:**Maximum**

	Plan 1	Plan 2	Plan 3	Plan 4
1 year	\$ 0.3000	\$0.2200	\$ 0.1600	\$ 0.0900
2 years	\$0.2800	\$ 0.2000	\$ 0.1400	\$ 0.0800
3 years	\$0.2600	\$0.1800	\$0.1200	\$ 0.0800
4 years	\$0.2400	\$0.1600	\$ 0.1000	\$ 0.0800

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.6 Inbound Toll Free (i.e. 800/888) Service, Cont'd.****3.6.2 Inbound Toll Free Dedicated Rates**

Callers terminate calls via dedicated or special access T-1 (1.544 Mbps) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). The Company offers volume and term sensitive toll free dedicated calling plans:

Maximum

Rate Plan 5 monthly recurring usage charge commitment exceeds \$200
 Rate Plan 6 monthly recurring usage charge commitment exceeds \$500
 Rate Plan 7 monthly recurring usage charge commitment exceeds \$1,000
 Rate Plan 8 monthly recurring usage charge commitment exceeds \$1,500

For billing purposes, calls are rounded up to the nearest eighteen (18) second increment after the initial minimum period of thirty (30) seconds. Charges are not time of day sensitive. Charges per minute are as follows:

Per Minute Rates:**Maximum**

	Plan 1	Plan 2	Plan 3	Plan 4
1 year	\$0.1700	\$0.1400	\$0.1000	\$0.0090
2 years	\$0.1600	\$0.1300	\$0.0900	\$0.0800
3 years	\$0.1500	\$0.1200	\$0.0800	\$0.0700
4 years	\$0.1400	\$0.1100	\$0.0600	\$0.0600

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.7 Travel Card**

Globalcom's Travel Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (i.e. 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

The Travel Card per minute charge varies by Rate Plan.

For billing purposes, calls are rounded up to the nearest eighteen (18) second increments after the initial minimum period of thirty (30) seconds.

Charges are not time of day sensitive. Charges per minute are as follows:

Per Minute Rate:

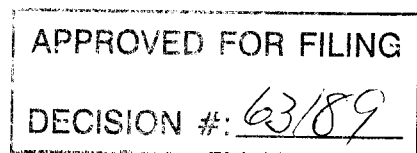
Maximum

Rate Plans 1-2	\$ 0.50
Rate Plans 3-4	\$0.40
Rate Plans 5-8	\$ 0.30

3.8 Authorization Codes

Globalcorn offers Authorization Codes for tracking calls. These codes can be 4, 6, or 8 digits and are available with or without validation.

A one time Service Establishment Charge of \$50.00 (maximum) applies per 50 Authorization Codes. A monthly recurring charge of \$20.00 (maximum) applies.



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SECTION 3 • DESCRIPTION OF SERVICE AND RATES, CONT'D.**3.9 Directory Assistance**

Directory Assistance is available to Customers of the Company. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. A Directory Assistance charge per call applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

The Directory Assistance charge varies by Rate Plan. Up to two requests may be made on each call to Directory Assistance. A Directory Assistance charge per call applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call:

Maximum

Rate Plan 1	\$3.00
Rate Plan 2	\$1.90
Rate Plan 3	\$1.50
Rate Plan 4	\$1.30
Rate Plan 5	\$1.10
Rate Plan 6	\$0.90
Rate Plan 7	\$0.80
Rate Plan 8	\$0.70

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT'D.

3.10 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and **coinless** phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the “#” symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per call surcharge	\$0.30
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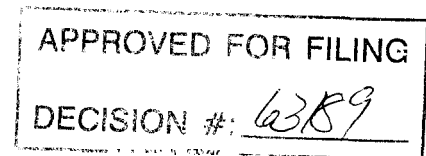
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SECTION 4 - SPECIAL ARRANGEMENTS**4.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

4.2 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.



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SECTION 5 • CURRENT RATES**5.1 Return Check Charge**

Charge: \$20.00

5.2 Direct Dial 1+ Service**5.2.1 Direct Dial 1+ Switched Rates**

Per Minute Rates:

	Plan 1	Plan 2	Plan 3	Plan 4
1 year	\$0.1500	\$0.1100	\$0.0800	\$0.0450
2 years	\$0.1400	\$0.1000	\$0.0700	\$0.0400
3 years	\$0.1300	\$ 0.0900	\$0.0600	\$0.0400
4 years	\$0.1200	\$0.0800	\$0.0500	\$0.0400

5.2.2 Direct Dial 1+ Dedicated Rates

Per Minute Rates:

	Plan 1	Plan 2	Plan 3	Plan 4
1 year	\$0.0850	\$0.0700	\$0.0500	\$0.0450
2 years	\$ 0.0800	\$0.0650	\$0.0450	\$0.0400
3 years	\$0.0750	\$0.0600	\$0.0400	\$0.0350
4 years	\$0.0700	\$0.0550	\$0.0300	\$0.0300

5.3 Inbound Toll Free (i.e. 800/888) Service**5.3.1 Inbound Toll Free Switched Rates**

Per Minute Rates:

	Plan 1	Plan 2	Plan 3	Plan 4
1 year	\$0.1500	\$0.1100	\$0.0800	\$0.0450
2 years	\$0.1400	\$0.1000	\$0.0700	\$0.0400
3 years	\$ 0.1300	\$0.0900	\$ 0.0600	\$ 0.0400
4 years	\$0.1200	\$0.0800	\$0.0500	\$0.0400

5.3.2 Inbound Toll Free Dedicated Rates

Per Minute Rates:

	Plan 1	Plan 2	Plan 3	Plan 4
1 year	\$0.0850	\$0.0700	\$0.0500	\$0.0450
2 years	\$ 0.0800	\$ 0.0650	\$0.0450	\$0.0400
3 years	\$ 0.0750	\$ 0.0600	\$ 0.0400	\$ 0.0350
4 years	\$0.0700	\$0.0550	\$0.0300	\$0.0300

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SECTION 5 - CURRENT RATES, (CONT'D.)**5.4 Travel Card**

Per Minute Rate:

Rate Plans 1-2	\$0.25
Rate Plans 3-4	\$0.20
Rate Plans 5-8	\$0.15

5.5 Authorization Codes

Service Establishment Charge (per 50 Authorization Codes)	\$25.00
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Monthly recurring charge	\$10.00
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5.6 Directory Assistance

Directory Assistance, Per Call:

Rate Plan 1	\$1.50
Rate Plan 2	\$0.95
Rate Plan 3	\$0.75
Rate Plan 4	\$0.65
Rate Plan 5	\$0.55
Rate Plan 6	\$0.45
Rate Plan 7	\$0.40
Rate Plan 8	\$0.35

5.7 Public Telephone Surcharge

Per Call	\$ 0.30
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